Home Office

AUTHORITY: The Secretary of State for the Home Department

Volume 3

Schedule G – Performance Evaluation & Service Unavailability

Travel Services

Volume	Title	
Main Contract	Services Agreement	
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DEFINITIONS AND ABBREVIATIONS

The following is a list of the key definitions and abbreviations used throughout this schedule.

Term	Definition
Authority	This refers to the contracting authority which is the Secretary of State for the Home Department
Charter	means the leasing of an aircraft or other mode of transport for the specific and exclusive use of the undertaking Authority business.
Charter Provider Cancellation Event	Instances where the Service Provider or Charter Company may cancel a Charter flight, without incurring a financial deduction under the terms of this contract. Charter Provider Cancellation Events shall be strictly limited to the situations specified in paragraph 3.7.16 in Schedule D (*Service Specification*), which create delays/unavailability effecting the Charter Aircraft only.
Charter Company	Any Party subcontracted by the Service Provider to deliver a Charter.
Charter Contract	Contract terms and conditions implemented between the Service Provider and any Charter Company
Charter Programme	A list or "Charter Calendar" of one or more flights detailing destinations and dates of required Charter flights as specified by the Authority
Contract	A contract for travel Services made between the Authority and the successful Bidder for the provision of travel Services
Contract Administrator	A representative of the Service Provider or the Authority whose name appears at Schedule M
Contract Month	Any month in a Contract Year provided that: a) the first Contract Month shall commence on the date upon which the Commencement of Full Operations fall and ends on the last day of the month in which the Commencement of Full Operations occurs; and b) the last Contract Month shall begin on the first day of the month in which the last day of the Contract Term occurs and end on the last day of the Contract Term.
Contract Year	means a period of twelve (12) months commencing on 1 November, provided that: (a) the first Contract Year shall be the period commencing from the Commencement of Full Operations and ending on the immediately following 31 October; and (b) the final Contract Year shall be the period commencing on 1 November immediately preceding the last day of the Contract Term and ending on that day.
DCO	Detainee Custody Officer
Detainees	means a person detained under the Immigration Acts or any other person to which the Services

	apply
Escort Services	Escorting services, which include the provision of medical care to Detainees for all or part of their journey
Escort Services Provider	The provider of Escort Services to the Authority.
Escort Staff	Personnel provided by the Escort Provider and /or the Authority for the purposes of Escort Services
Immigration Acts	Shall have the meaning given to it in section 61 of the UK Border Act 2007
Information Hub	Home Office Information HUB, will be a tool designed and developed by the Authority. It will be the means by which information will be transferred between the travel and escorting provider. It will comprise of Activity flow (including KPI's, SLA management), staff guidance and Editor, returnee profile tool, booking request /cancellation, travel reporting, travel search tool and exit check report. The HUB will interface to other Home Office services (Shared data platform, Escort Service Provider (ESP) and Travel Service Provider (TSP).
IRC	Immigration Removal Centre
Monthly Summary Report	The report to be issued on a monthly basis by the Service Provider containing the information set out in Appendix B of Schedule D (*Service Specification*).
Monthly Management Information Report	The report to be issued on a monthly basis by the Service Provider containing the information set out in Appendix B of Schedule D (*Service Specification*).
Performance Data	Data collated and reported in relation to the performance of the Service
Performance Monitoring Programme	shall have the meaning given in paragraph 2.8 of this Schedule
Performance Standard	A summary of the Authority's Service requirement for a particular operational requirement
Quality Assurance Plan	shall have the meaning given in paragraph 2.6.5 of this Schedule
Quarterly Benchmarking Report	Means the report to be issued quarterly basis by the Service Provider containing the information set out in Appendix B to this Schedule D.
Removal Directions	Papers served by the Authority under the Immigration Act in respect of a right to remove one or more Service Users from the UK.
Removals Room	Secure accommodation to house illegal migrants and foreign criminals
Reporting Centre	Administrative accommodation to which foreign nationals may be required to report whilst their immigration applications are under consideration
Returns	Means the removal of a person from the United Kingdom under immigration powers/for immigration purposes.

	For the purposes of the contract this term shall also cover transportation of individuals to or from the UK for any immigration purposes.
Returnee	A person being removed from the United Kingdom under immigration powers/for immigration purposes. For the purposes of the contract this term shall also cover individuals being transported to or from the UK for any immigration purposes.
Returns Logistics Airline Ticketing	Team responsible alongside Home Office Commercial for the operational management of the contract.
Returns Logistics Charter Team	Team responsible for the operational management and procurement of the Home Office Charter Programme
Travel Information Guide	An electronic document describing information for each country in respect of which Travel Services are required. This information includes acceptable routes; notification periods; operating airlines etc
Services	The travel services to be provided by the Service Provider in accordance with the terms of the Contract.
Service Delivery Plan	shall have the meaning given in paragraph 2.4 of Schedule D (Service Specification)
Service Failure	Failure to deliver the contracted level of services in respect of the KPIs in this Schedule G (*Performance Evaluation & Service Unavailability*)
Service Provider	The organisation selected to deliver the Travel Services.
Service Request	A request made by the Authority for Services defined in this Service specification
Staff	All employees, servants, agents, sub-contractors and consultants of the successful Tenderer employed in relation to provision of the Services.
Strategic Management Information Report	shall have the meaning given in paragraph 2.9.3 of Schedule D *(Service Specification)*
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive.
Unavailability Notice	means the method by which the Authority informs the Service Provider that the Services or part thereof are Unavailable in accordance with the terms of Schedule F *(Payment Mechanism)*.

PART 1 – PERFORMANCE MONITORING AND EVALUATION

1. GENERAL

1. 1 The Contract performance evaluation system contains performance measures known as Key Performance Indicators (KPIs).

1. 2 KPIs cover key deliverables under the contract. Each occurrence of a failure against a KPI shall be recorded by the Service Provider and reported to the Authority in the Monthly Performance Report.

1. 3 Failure to meet KPIs in a performance period will result in financial deductions (Service Credits) from the operating fee due, in accordance with the calculation process in Schedule F. The value of the Service Credit deduction is detailed in table 6.1 and 6.2 below. This Service Credit deduction shall be made for each and every occurrence of a failure, unless otherwise stated in tables 6.1 and 6.2 below.

1. 4 Where significant or repeated failures of KPIs occur the Service Provider will be required to attend a Performance Meeting with the Authority, and develop and commit to delivering a formal action plan to address the failures.

2. PERFORMANCE MONITORING AND ASSESSMENT

2. 1 The Service Provider's performance in relation to the Services will be assessed on a pass or fail basis, as against the Service Specifications, and the failure descriptions in Sections 6 below.

2. 2 It is the intention that the performance of the Services in accordance with the Service Specification shall be on a self-monitoring basis. The Authority has the right to undertake additional assessment or audit at any time.

2. 3 Reference to Service Element and Service Aspect in Sections 6 below are indicative, and KPIs apply to the whole contract and all Services where applicable.

3. MOBILISATION PERFORMANCE REPORTING & ASSESSMENT

3. 1 During the period from contract award to the Commencement of Full Operations Date on which the Permit to Operate will be issued the performance measures in section 6.1, Service Failures (Mobilisation KPIs) below shall apply.

3. 2 The Service Provider shall inform the Authority of details of all Service Failures within 48 hours of the failure being identified, and summarise all failures occurring during a month in a monthly summary report in the format specified by the Authority.

3. 3 If the Authority identifies failures that have not been notified to them in accordance with 3.2 above the Service Provider will be notified of those Failures in writing and such notification will set out the Authority's reasoning. The Service Provider must respond with an explanation and details, within 5 working days of receipt of the

notification, providing supporting evidence.

3. 4 The Authority will consider the information provided by the Service Provider in section 3.3 and shall notify the Service Provider of the outcome of this consideration and the number and value of Service Credits due.

4. SERVICE PERFORMANCE REPORTING & ASSESSMENT

4. 1 Following the Commencement to full Operation Date the performance measures in section 6.2, Service Failures (Service Delivery KPIs) below shall apply

4. 2 The Service Provider must send its Monthly Performance Report including details of all service failures and Service Credits due, in a format specified by the Authority, to reach the Authority no later than 5 working days after the relevant Performance Month. The Service Provider must ensure that appropriate evidence to support the performance information is kept and available for examination by the Authority.

4. 3 If the Authority does not agree the report referred to in Section 4.2 above, the Service Provider will be notified in writing and such notification shall include the Authority's reason(s). The Service Provider must deal with any queries raised, within 5 working days of receipt of the notification, providing supporting evidence.

4. 4 The Authority will consider the further information provided by the Service Provider in section 4.3 and shall notify the Service Provider of the final outcome of this consideration and the number of Service Credits due.

5. APPEALS

5. 1 If the Service Provider disagrees with the Authority's final decision in section 3.4, or 4.4 above they may appeal this decision in writing to the Head of Charters and Airline Ticketing, or such other person delegated to act in that capacity by the Authority, within 5 working days of receipt of the notification.

5. 2 In the event agreement cannot be reached, the matter shall be referred in the first instance to a Named Representative of the Authority and a Named Representative of the Service Provider. If the Named Representative of the Authority and the Named Representative of the Service Provider fail to reach agreement within 30 days from the date the matter is first referred to them, then the provisions set out in Clause 55 (*Dispute Resolution*) of the Service Agreement shall apply.

6. KEY PERFORMANCE INDICATORS

6.1 SERVICE FAILURES (MOBILISATION KPIs)

Service Element	Service Area	Service Credit Reference	Service Failure Description	Service Credit Value	Failure Category
Service Operation and Management.	Mobilisation and readiness for Service	MO 01	Failure to: a) revise the Mobilisation Plan (submitted at Tender) in line with the Authority's comments within 5 working days of contact award, or . b) make additional amendments (to those required under a) above) to the mobilisation plan as required by the Authority during the mobilisation phase within 5 working days of request.	£[redacted] per day after 5 working days.	High
Service Operation and Management.	Mobilisation and readiness for Service	MO 02	Failure to develop and agree with the Authority a Service Delivery Plan as required under Schedule B (*Mobilisation and Permit to Operate*) and Schedule D (*Service Specification*), including incorporating any revisions to that plan as required by the Authority.	£[redacted] per day after scheduled service delivery commencement *on 1st November 2017.*	Very High
Service Operation and Management.	Mobilisation and readiness for Service	MO 03	Failure to develop and Implement systems and procedures agreed with the Authority during mobilisation, or detailed within the service delivery plan or mobilisation plan.	£[redacted] per day after scheduled service delivery commencement *on 1st November 2017*	Very High

6.2 SERVICE FAILURES (SERVICE DELIVERY KPIs)

Service Element	Service Aspect	Service Credit Reference	Service Failure Description	Service Credit Value (Payable on each occurrence of a Service Failure)	Failure Category
Service Operation and Management.	Service Management	KPI 01	Failure to comply with all relevant legislation (including but not limited to Data Protection Act breaches), Good Industry Practice, Authority Instructions and Requirements, and maintain and comply with the Authority approved Service Delivery Plan with respect to all Services under the contract.	£[redacted]	Very High
Contingency Plans	Service Management	KPI 02	Failure to implement contingency plans to ensure continuity of Services within 2 hours of the requirement being necessitated.	£[redacted]	Very High
Communication and Reporting	Service Management	KPI 03	Failure to provide accurate reports and statistical information, and supporting records as detailed within Schedule D (*Service Specification)*, by the method agreed by the Authority or in accordance with an Authority Request to the agreed timescales. For the avoidance of doubt <u>each individual</u> report or data/information request not submitted accurately, and on time shall attract a Service Credit of £[redacted]	£[redacted]	High

Service Element	Service Aspect	Service Credit Reference	Service Failure Description	Service Credit Value (Payable on each occurrence of a Service Failure)	Failure Category
Innovation and Partnership	Service Management	KPI 04	Failure to comply with obligations in respect of Innovation and Partnership as detailed in the Schedule H (*Innovation and Partnership Agreement*), and Schedule D *(Service Specification)*	£[redacted]	High
Travel Bookings	VFM / Best Value	KPI 05	Failure to: a) purchase a best value ticket in accordance with the outcome of the Authority's Best Value Calculator, or b) accurately input data into the Authority's Best Value Calculator, by the method agreed by the Authority, and in accordance with the requirements of the Travel Information Guide	£[redacted]	High
Travel Bookings	Accuracy	KPI 06	Failure to ensure that Travel Service requests are actioned accurately, by the method agreed by the Authority and that the accuracy of booking data is checked and validated by the Service Provider prior to the purchase of any ticket .	£[redacted]	Very High

Service Element	Service Aspect	Service Credit Reference	Service Failure Description	Service Credit Value (Payable on each occurrence of a Service Failure)	Failure Category
Travel Bookings	Timeliness	KPI 07	Failure to: a) adhere to the timescales in Schedule D *(Service Specification)* for booking Tickets. Including failure to liaise with relevant parties, and notify the Authority that the ticket has been booked by the method agreed by the Authority within the specified timescale in Schedule D *(Service Specification)* (except where failure of an Authority owned IT system prevents this), or. b) to issue ticket/journey documents to all relevant people in the removal process in a timely manor in order that the removal can be completed effectively, or.	£[redacted]	High
Refunds and Cancellations	Timeliness	KPI 08	Failure to cancel a ticket and transfer all refunds received and due under the terms of the ticket purchased/route deal to the Authority within the timescales specified in Schedule D *(Service Specification)*	£[redacted]	High

Service Element	Service Aspect	Service Credit Reference	Service Failure Description	Service Credit Value (Payable on each occurrence of a Service Failure)	Failure Category
Charters	Operational Efficiency	KPI 09	Failure to provide a Charter to meet the Authority's requirements in accordance with the requirements detailed in Schedule D (*Service Specification)*, and effectively manage any issues encountered including but not limited to providing the earliest possible notification of delays, and enacting contingency arrangements where charted aircraft become unavailable or unserviceable.	£[redacted]	**Critical**
Hotel Reservations	Operational Efficiency	KPI 10	Failure to make hotel bookings or cancellations of hotel bookings in accordance with the requirements in Schedule D (*Service Specification)*.	£[redacted]	High

7. PERFORMANCE MEASURES REVIEW

7.1 The Authority may alter KPIs at anytime. Specifically the Authority may at no extra cost:

a) replace any KPI in this Schedule G (*Performance Evaluation and Service Unavailability*), with any new KPI, on a reasonable like for like basis.

b) add any new, or remove any KPI, subject to any new KPI not incurring more than £[redacted] as a Service Credit per occurrence.

c) vary the amount per single occurrence for any KPI by no more than 50% of its current Service Credit value.

7.2 All replaced KPIs or new KPIs provided for under paragraph 7.1(a), (b) and (c) above will refer to or reflect any obligations of the Service Provider under the Service Agreement.

7.3 The KPIs will be reviewed by the Authority and the Service Provider prior to the first anniversary of the Commencement Date. The review will aim to ensure that this Schedule G (*Performance Evaluation and Service Unavailability*), effectively supports the ability of the Authority to establish that the Services are being provided to a high standard.

PART 2 – UNAVAILABILITY OF SERVICE

1. INTRODUCTION

1.1 In the event that the Services become Unavailable, the Authority may apply Unavailability Service Credits to the Monthly Service Payment in accordance with this Schedule G *(Performance Evaluation and Service Unavailability*), and Schedule F (*Payment Mechanism*).

2. NOTICE OF UNAVAILABILITY

2.1 If the Authority's Representative or Contract Administrator reasonably believes that the Services are Unavailable, then that party may give notice (such notice shall be the '**Authority Unavailability Notice'** hereafter) to the Services Help Desk which shall contain the following information:

a) The element(s) of the Services believed to be Unavailable; and

b) The reasons why such elements are believed to be Unavailable.

2.2 Where the Authority Unavailability Notice is provided to the Help Desk, then the time of such notification shall constitute the Logged Failure Time in relation to such Unavailability. Where the same failure is recorded by the Authority and the Service Provider, the earlier time will constitute the Logged Failure Time.

2.3 The Authority Unavailability Notice shall be given to the Help Desk either orally or in writing. The Service Provider shall, as soon as reasonably practicable confirm orally or in writing to the Contract Administrator whether it agrees that such fault has given rise to Unavailability.

2.4 Should the Authority of the Service Provider disagree over whether any element of the Services is Unavailable, or whether any of the provisions relating to Unavailability, then the Authority's decision shall prevail for the purpose of calculating Service Credits in accordance with this Schedule G (*Performance Evaluation and Service Unavailability*), and Schedule F (*Payment Mechanism*).

3. RESPONDING TO NOTICE OF UNAVAILABILITY

3.1 The Service Provider shall, within one (1) hour of the relevant Logged Failure Time assess the Unavailability which has been notified to the Help Desk in accordance with Paragraph 2.1, issue the Authority with a notice specifying (to the extent that each of the following can be determined by the Service Provider using all reasonable endeavours):

a) The cause of the Unavailability;

b) The Service Provider's plans for rectifying any Unavailability and the estimated period in which the Unavailability will be temporarily and/or permanently remedied; and

c) Whether any of the provisions detailed in Paragraph 7 are applicable in respect of the relevant Unavailability.

3.2 If the Service Provider does not respond within one (1) hour of the relevant Logged Failure Time the Service will be deemed to be Unavailable.

3.3 The Service Provider shall provide the Authority:

a) on an hourly basis, for so long as such Service elements remain Unavailable, with an update on the progress made in rectifying such Unavailability, together with any revised estimate as to when such Unavailability will be rectified; and

b) promptly on becoming aware of any change to the information provided to the Authority pursuant to Paragraph 3.1, with details of any such change.

4. COMMENCEMENT AND DURATION OF UNAVAILABILITY

4.1 If the Unavailability has been temporarily (or permanently) remedied by the end of the Temporary Rectification Period and permanently remedied by the end of the Permanent Rectification Period, then it will be deemed that no Unavailability of that element occurred on that occasion for the purpose of calculating Unavailability Service Credits.

4.2 If the Unavailability has been temporarily remedied by the end of the Temporary Rectification Period but has not been permanently remedied by the end of the Permanent Rectification Period, then it will be deemed that Unavailability of that Service occurred (and Unavailability Service Credits shall apply) from the end of the Temporary Rectification Period and will continue to occur up to and including the hour in which the relevant Unavailability was permanently rectified and notified to the Help Desk.

4.3 If the Unavailability has not been remedied either permanently or temporarily remedied by the end of the Temporary Rectification Period but has been permanently remedied by the end of the Permanent Rectification Period, then it will be deemed that the relevant Service element shall have been Unavailable (and Unavailability Service Credits shall apply) from the Logged Failure Time up to and including the hour in which the permanent remedy occurred. For the avoidance of doubt the Permanent Rectification Period shall commence at the Logged Failure Time and not on expiry of the Temporary Rectification Period.

4.4 If the Unavailability has not been temporarily remedied by the end of the Temporary Rectification Period and has not been permanently remedied by the end of the Permanent Rectification Period, then it will be deemed that the relevant Service shall have been Unavailable (and Unavailability Service Credits shall apply) from the

Logged Failure Time up to and including the last hour upon which the permanent remedy occurred. For the avoidance of doubt the Permanent Rectification Period shall commence at the Logged Failure Time and not on expiry of the Temporary Rectification Period.

5. CESSATION OF UNAVAILABILITY

5.1 The Service Provider shall immediately notify the Help Desk when it believes that any Unavailability has been temporarily or permanently remedied. The time of such notification will, subject to Paragraph 5.2 below, constitute the Logged Rectification Time in relation to such Unavailability and the Help Desk shall, as soon as is reasonably practicable after such notification by the Service Provider, and in any event within twenty four 24 hours, notify the Contract Administrator or Named Representative of the Authority that the relevant Unavailability has been remedied.

5.2 The Named Representative of the Authority or the Contract Administrator shall be entitled to inspect the Service element where such Unavailability has been temporarily or permanently remedied and must carry out such inspection by the end of the Day next following the day on which it was notified that the relevant remediation occurred. If the Contract Administrator or Named Representative of the Authority does not agree that such Unavailability has been so remedied then it shall notify the Service Provider of the same by the end of the day upon which Unavailability ceases. The Authority's decision will prevail for the purposes of determining whether the relevant Unavailability has been remedied. The Service Provider may refer the matter to dispute resolution under Clause 55 (*Dispute Resolution*).

5.3 Subject to Section 8 of this Schedule G (*Performance Evaluation and Service Unavailability*), Unavailability will continue from (and including) the hour during which the Logged Failure Time occurs until (and including) the hour during which the Logged Rectification Time occurs.

6. UNAVAILABILITY DEDUCTION

6.1 Without prejudice to the provisions set out in accordance with Clause 24 (*Compensation Events*), if any element of the Service is Unavailable during a day and is not used by the Authority after such Unavailability begins during that day, then the element will be Unavailable for that day and for each day (or part thereof) thereafter until it is permanently rectified. The Unavailability Service Credit shall be calculated as follows:

[redacted]

Where

a) SC_U is the Service Credit redeemable by the Authority from the Service Provider in respect of an incident of Unavailability;

b) ASC_n is the Annual Service Charge for Contract Year 'n'.

c) UH is the number of hours over which the Unavailability exists.

6.2 The financial deduction in respect of the Unavailability Service Credit shall be applied in accordance with the provisions of Schedule F (*Payment Mechanism*).

7. NO UNAVAILABILITY SERVICE CREDITS

7.1 No Service Credits relating to Unavailability (SC_u) may be made in respect of an element if, and to the extent that, the Authority is able to identify an Alternative Service Delivery provided by the Service Provider in place of the affected element or if it has been demonstrated to the reasonable satisfaction of the Authority that the relevant Unavailability is a direct result of:

a) An act or omission of the Authority;

b) An emergency not caused or contributed to by the Service Provider or a Service Provider Party

7.2 No Service Credits under Part 1 of this Schedule G (*Performance Evaluation and Service Unavailability)* shall be made in respect of Service Failures accrued during periods of Unavailability of that same Service element, where an Unavailability service credit has been applied under this Part 2 of Schedule G (*Performance Evaluation and Service Unavailability)*.

8. ALTERNATIVE SERVICE DELIVERY

8.1 In instances of Unavailability, the Service Provider may wish to offer Alternative Service Delivery measures in order to effect a Temporary Rectification.

8.2 In order to offer Alternative Service Delivery to the Authority the Service Provider shall deliver to the Authority an Alternative Service Delivery Plan setting out:

a) Full details of the proposed Alternative Service Delivery (including, without limitation Its location),

b) The extent to which it complies with the Authority's Requirements for the relevant Service and

c) Any logistical or other arrangements which the Service Provider proposes to be put in place in order to facilitate the Authority's use of the proposed Alternative Service Delivery).

8.3 For the avoidance of doubt, if the Alternative Service Delivery Plan is not delivered within the Temporary Rectification Period, the Service will be considered to be Unavailable until such time as the Alternative Service Delivery Plan is enforced and the Services are no longer Unavailable.

8.4 The Contract Administrator or Named Representative of the Authority shall not be obliged to accept any Alternative Service Delivery Plan but shall act reasonably in considering the proposals for Alternative Service Delivery and will notify the Service Provider promptly of its decision whether or not such proposed Alternative Service Delivery is acceptable.

8.5 The performance regime under this Schedule G (*Performance Evaluation and Service Unavailability)* will apply to any Alternative Service Delivery accepted by the Authority so that the Authority shall be entitled to apply Service Credits in respect of that Alternative Service Delivery in accordance with this Schedule G (*Performance Evaluation and Service Unavailability)*, and Schedule F (*Payment Mechanism*).

8.6 The Service Provider shall bear any costs incurred by it, and all reasonable costs incurred by the Authority arising as a result of the provision or occupation of any such Alternative Service Delivery.

8.7 If at any time such Alternative Service Delivery falls below the standard which was acceptable to the Authority under Paragraph 8.5 above the Authority may reject such Alternative Service Delivery and shall notify the Service Provider of its decision to do so. Unavailability Service Credits shall apply in respect of the Service which is Unavailable (for which the Alternative Service Delivery is a replacement) from such notification until such Service element ceases to be Unavailable.

8.8 If there is any dispute relating to the provision of Alternative Service Delivery under this Paragraph 8.5 either party may refer the matter to dispute resolution under Clause 55 (Dispute Resolution) and until the resolution of such dispute the decision of the Authority shall prevail.